



CITY OF MIAMI SPRINGS

INVITATION TO BID

No. 02-21/22

Exterior Painting of the City of Miami Springs Community Center

CITY COUNCIL

Maria Puente Mitchell, Mayor

Jacky Bravo, Vice Mayor

Bob Best

Dr. Walter Fajet

Dr. Victor Vazquez

CITY MANAGER

William Alonso

CITY CLERK

Erika Gonzalez, MMC

CITY ATTORNEY

Weiss Serota Helfman Cole + Bierman, P.L.

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**



PUBLIC NOTICE

ITB Name: Exterior Painting of the City of Miami Springs Community Center

ITB No.: 02-21/22

Mandatory Site-Visit: March 24th, 2022 at 10:00A.M.(EST)
Community Center
1401 Westward Drive
Miami Springs, Florida 33166

Proposal Deadline: April 5th, 2022 at 2:30p.m. (EST) Hybrid Meeting
(In Person & Zoom)
City of Miami Springs - City Hall
2nd Floor, City Clerk's Office
201 Westward Drive
Miami Springs, FL 33166
Zoom Meeting Details
<https://us02web.zoom.us/j/82251413118>
Meeting ID: 822 5141 3118
One tap mobile:
+13017158592,,82251413118# US (Washington DC)
+13126266799,,82251413118# US (Chicago)

Dial by your location
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)

NOTICE IS HEREBY GIVEN that the City of Miami Springs ("City") is soliciting proposals for Exterior Painting of the City of Miami Springs Community Center. Interested companies, firms, and individuals ("Respondents") may obtain a copy of Invitation to Bid No. 02-21/22 (the "ITB") to be issued on March 15th, 2022 at the City of Miami Springs, City Hall, 201 Westward Drive, Miami Springs, FL 33166, through the Onvia DemandStar portal (www.demandstar.com), and on the City's webpage at <https://miamisprings-fl.gov/ITBs> and in the Daily Business Review (DBR). The ITB contains detailed information about the scope of services, submission requirements, and selection procedures.

The proposal shall be uploaded onto DemandStar and marked "Proposal to City of Miami Springs ITB No. 02-21/22 for Exterior Painting of the City of Miami Springs Community Center. Proposals must be received by the City by no later than **April 5th, 2022 at 2:30 P.M. City of Miami Springs, City Hall, 2nd Floor City Clerk's Office, 201 Westward Drive, Miami Springs, FL 33166, or via DemandStar at which time the Proposals will be opened publicly.** Any proposal received after this time and date, whether by mail or

CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22

otherwise, will be returned unopened. Respondents are responsible for ensuring that their proposal is received in the Clerk's Office by the deadline.

Interested Respondents may obtain the full ITB through the Onvia DemandStar portal (www.demandstar.com). If Respondents elect to use DemandStar, it is strongly encouraged to register with the website to receive notifications pertaining to this solicitation. All notices and any addenda issued by the City with respect to the ITB will be made available through the DemandStar portal. It is the Respondent's sole responsibility to ensure receipt of any issued notice or addenda relating to this ITB once posted to DemandStar.

A Mandatory Site-Visit will be held on March 24th, 2022 at 10:00A.M.(EST), Community Center, 1401 Westward Drive, Miami Springs, Florida 33166. All Respondents planning to submit Proposals must attend this meeting. Respondents should allow sufficient time to ensure arrival prior to the indicated time.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami-Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning ITB's, RFQ's or Bids, until such time as a written recommendation is presented to the City Mayor and Council concerning the transaction. Procedures regarding the Cone of Silence can be found in the ITB documents.

Any questions, requests for information, or clarification pertaining to this ITB must be made in writing by no later than Friday, March 25th, 2022 to: Tammy Romero, Assistant City Manager, City of Miami Springs, 201 Westward Drive, Miami Springs, FL 33166, Telephone 305-805-5035, Email: romerot@miamisprings-fl.gov

Dated: March 14th, 2022

Published: March 15th, 2022 for Exterior Painting of the City of Miami Springs Community Center

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Section 1: Information for Respondents	5
Section 2: Services Requested	10
Section 3. Proposal Requirements and Evaluation	18
Section 4: Forms & Exhibits	24

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

**SECTION 1
INFORMATION FOR THE RESPONDENTS**

1.1 INTRODUCTION/GENERAL BACKGROUND

The City of Miami Springs (the “City”), a municipality located in Miami-Dade County, Florida, is soliciting proposals for Exterior Painting of the City of Miami Springs Community Center. The City hereby requests proposals for the selection of one firm (the “Contractor” or “Respondent”) to provide the services set forth in Section 2 of this ITB.

The selected Contractor shall provide the services, design, labor, materials, equipment, and all incidentals necessary, as further defined in Section 2 of this Invitation to Bid (the “Services”) to provide Exterior Painting of the City of Miami Springs Community Center.

The City intends to award a contract to the selected Contractor for the Services described in this ITB.

The work will be substantially completed within ninety (90) calendar days from the commencement date stated in the Notice to Proceed and final completion thirty (30) calendar days from substantial completion.

1.2 SCHEDULE OF EVENTS

The following schedule shall govern this ITB. The City reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date	Time (EST)
1	Advertisement/ Distribution of ITB (Cone of Silence Begins)	3/15/2022	N/A
2	Mandatory Site-Visit	3/24/2022	10:00 AM
3	Closing Date for Respondent Questions	3/25/2022	5:00 PM
4	City’s Answers to Questions by Respondents	3/29/2022	5:00 PM
5	Proposals Due & Opened (Hybrid Meeting both In-Person and virtually on Zoom – See page 2 of this ITB.)	4/5/2022	2:30 PM
6	City Staff Member’s Review of Proposals for Responsiveness	4/5/2022 – 4/8/2022	N/A
7-A	Evaluation Committee Meeting	N/A	N/A
7-B	Presentations by Top 3 Ranked Respondents (if requested by Evaluation Committee)	N/A	N/A
8	City Manager Issues Recommendation to Council	4/22/2022	N/A
9	Council Meeting to Select Consultant(s) and Approve Agreement(s)	4/25/2022	7:00 PM

1.3 CONE OF SILENCE

Notwithstanding any other provision in this ITB, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) “Cone of Silence,” of the Miami-Dade County Code are applicable to this ITB.

The Cone of Silence shall be imposed on this ITB upon its advertisement.

The Cone of Silence prohibits the following activities:

CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22

- Any communication regarding this ITB between a potential Contractor, service provider, Respondent, lobbyist or Contractor and the City's professional staff;
- Any communication regarding this ITB between the Mayor, Council members and any member of the Mayor and Council's professional staff;
- Any communication regarding this ITB between a potential Contractor, service provider, Respondent, lobbyist or Contractor and any member of a selection committee;
- Any communication regarding this ITB between the Mayor, Council members, and any member of the selection committee;
- Any communication regarding this ITB between any member of the City's professional staff and any member of the selection committee; and
- Any communication regarding this ITB between a potential Contractor, service provider, Respondent, lobbyist or Contractor and the Mayor or Council.

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- Oral communications at pre-bid conferences;
- Oral presentations before selection of evaluation committees;
- Public presentations made to the City Council during any duly noticed public meeting;
- Written communications regarding a particular ITB, ITB, or bid between a potential Contractor, service provider, Respondent, bidder, lobbyist or Contractor and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such ITB, ITB, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- Communications with the City Attorney and his or her staff;
- Duly noticed site visits to determine the competency of bidders/Respondents regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- Any emergency procurement of goods or services pursuant to City Code;
- Responses to the City's request for clarification or additional information pursuant to this ITB;
- Contract negotiations during any duly noticed public meeting;
- Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential Contractor, service provider, Respondent, bidder, lobbyist, or Contractor and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular bidder or Respondent shall render the ITB award or bid award to said bidder or Respondent voidable by the City Council and/or City Manager. Please contact the City Clerk for any questions regarding Cone of Silence compliance.

- 1.4 ADDENDA.** If the City finds it necessary to add to, or amend this ITB prior to the Proposal submittal deadline, the City will issue written addenda/addendum. Each Contractor must acknowledge

CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22

receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its Proposal.

- 1.5 CERTIFICATION.** By submitting a Proposal to this ITB, the signer of the Proposal declares that the person(s), firm(s) and parties identified in the Proposal are interested in and available for providing the Services; that the Proposal is made without collusion with any other person(s), firm(s) and parties; that the Proposal is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Proposal has full authority to bind the person(s), firm(s) and parties identified in the Proposal. By submitting a proposal, the Contractor shall certify that it has fully read and understood this ITB and the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.
- 1.6 ECONOMY OF PREPARATION.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the ITB.
- 1.7 INTERVIEWS.** The City reserves the right to short list Contractors and conduct personal interviews or require presentations by any or all Contractors prior to ranking, or at any time during the evaluation process, or at the Council Meeting where selection and award is made.
- 1.8 PROPOSALS BINDING.** All Proposals submitted shall be binding upon the Respondent for 365 calendar days following opening.
- 1.9 PUBLIC RECORDS.** Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the City in connection with proposals shall become property of the City and shall be deemed to be public records subject to public inspection.
- 1.10 PROPOSAL DISCLOSURE.** Upon opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, to the extent applicable. Respondents are required to *identify specifically* any information contained in their Proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All Proposals received from Respondents in response to this ITB will become the property of the City and will not be returned to the Respondents. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.
- 1.11 PROPOSAL WITHDRAWAL.** Respondents may withdraw their proposals by notifying the City Clerk in writing at any time prior to the scheduled opening. Respondents may withdraw their proposals in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide written receipt for the returned proposals. Proposals, once opened, become the property of the City and will not be returned to the Respondents.
- 1.12 RETENTION OF PROPOSAL.** The City reserves the right to retain all Proposals submitted and use any ideas contained in any Proposal, regardless of whether that Contractor is selected.
- 1.13 REQUESTS FOR INFORMATION/CLARIFICATION.** The City, independently or upon request, may furnish additional information related to this ITB so as to clarify any provision contained herein and/or to facilitate proposals. The City has made efforts to provide accurate and complete information in this ITB. The City shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of responding Respondents to assure that they have all information necessary for submission of their proposals. Any and all questions or requests for information or clarification pertaining to this ITB must be made in writing via email to Tammy Romero, Assistant City Manager, romerot@miamisprings-fl.gov by no later than March 25th, 2022 at 5:00 PM.

CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22

- 1.14 IRREGULARITIES & RESERVATION OF RIGHTS.** Proposals will be selected at the sole discretion of the City. The City reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Proposals received after the deadline provided in this ITB will not be considered.

The City reserves the right to award one or more contract(s) to the Contractor who will best serve the interests of the City and whose Proposals are considered by the City to be the lowest, most responsive and responsible Respondent whose bid meets the requirements and criteria set forth in this ITB. Notwithstanding, the City may, at its sole discretion, reject all Proposals and cancel the solicitation, in which case no award will be made.

The City reserves the right to accept or reject any or all Proposals, based upon its deliberations and opinions. In making such determination, the City reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Contractor, including officers, principals, senior management and supervisors, as well as the staff identified in the Proposal.

Respondents shall furnish additional information as the City may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The City reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking of references.

- 1.15 LOBBYIST REGISTRATION.** Respondents must comply with the City's lobbyist regulations. Please contact the City Clerk at (305) 365-5506 for additional information.
- 1.16 PROPOSAL/PRESENTATION COSTS.** The City shall not be liable for any costs, fees, or expenses incurred by any Contractor in responding to this ITB, nor subsequent inquiries or presentations relating to its Proposal.
- 1.17 LATE SUBMISSIONS.** Statements of Qualifications received by the City after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened. Statements of Qualifications received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Statements of Qualifications shall be decided in the favor of the City. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of Statements of Qualifications. The City shall not be responsible for Statements of Qualifications received after the submittal deadline and encourages early submittal.
- 1.18 COMPLETENESS.** All information required by this ITB must be supplied to constitute an acceptable and complete proposal.
- 1.19 PERMITS, TAXES, LICENSES.** The Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.
- 1.20 LAWS, ORDINANCES.** The Contractor shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.
- 1.21 TERMS OF ENGAGEMENT; AGREEMENT.** The selected Contractor(s) should be prepared to execute an agreement in substantially the form of the Construction Contract provided in Exhibit A to this ITB. The terms of agreement may be negotiated upon selection of Contractor, in the City's sole discretion. Notwithstanding, the work will be substantially completed within ninety (90) calendar days from the commencement date stated in the Notice to Proceed and final completion thirty (30) calendar days from substantial completion.

CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22

- 1.22 Bonds.** The selected Contractor must, prior to performing any portion of the Work or Services and within three (3) days of the Effective Date of the Professional Services Agreement, deliver to the City the Bonds required to be provided by Respondent hereunder and the Professional Services Agreement (collectively, the “Bonds”). The City, in its sole and exclusive discretion, may also require other bonds or security, in order to guaranty that the awarded contract with the City will be fully and appropriately performed and completed. The surety providing such Bonds must be licensed, authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds shall be included in the contract price. If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the Professional Services Agreement is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the selected Contractor’s sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the selected Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to the City.
- 1.22.1 Performance Bond.** If this provision is selected, the selected Contractor must deliver to the City a performance bond in an amount equal to 100 percent of the price specified in the contract. The performance bond shall provide that the bonding company will complete the project if the selected Contractor defaults on the contract with the City by failing to perform the contract in the time and manner provided for in the contract. If a performance bond is required, the City shall select this box: ☒.
- 1.22.2 Payment Bond.** If this provision is selected, the selected Contractor must deliver to the City a payment bond in an amount equal to 100 percent of the price specified in the contract. The payment bond shall provide that the bonding company or surety will promptly pay all persons who supply labor, materials, or supplies used directly or indirectly in the performance of the work provided for in the contract between the selected Contractor and the City if the selected Contractor fails to make any required payments only. If a payment bond is required, the City shall select this box: ☐.
- 1.22.3 Waiver of Bonds.** If this provision is selected, the City Manager has waived or limited the requirements contained herein for payment or performance bonds upon such circumstances as are deemed in the best interest of the City. If the requirement for a payment bond is waived, the City shall select this box: ☒. If the requirement for a performance bond is waived, the City shall select this box: ☐.

END OF SECTION 1

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

**SECTION 2
SERVICES NEEDED BY THE CITY**

2.1 SCOPE OF SERVICES

The City of Miami Springs, Florida (City) is actively seeking a qualified Contractor, hereinafter referred to as Contractor, to paint the Community Center facility, as specified by the City of Miami Springs in full accordance with the specifications, terms, and conditions contained in this Request for Proposal (ITB).

2.2 TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE

The work performed by the Contractor shall include, but not be limited to, all labor, materials, tools, equipment (including but not limited to scissor lifts and scaffolding), supervision, transportation, and incidentals required to prepare surfaces and apply paint as necessary to complete the project. The Contractor must perform all functions and activities in compliance to established industry practices and in a manner to produce finished work of quality, appearance and durability while avoiding any potential damages to the building, site and wellbeing of the community centers patrons.

The scope of work shall involve painting exterior areas previously painted such as exterior vertical stucco walls, masonry and concrete walls, stucco façade, stucco soffits, stucco ceilings, stucco parapets, stucco perimeter walls, stucco bands, expansion joints, crown trim, services and utility doors, rails and frames, metal brackets/flashings to decorative overhang, PVC pipes, supports, valves, equipment, stairways, railings, ladder leading to roof, gutters, water down spouts, trim, decorative panels, window frames, light fixtures (if applicable), exposed miscellaneous metal, metal scuppers, and drip edge of roof. In addition to surface preparation, surface repairs, cleaning, patching, caulking, sealing, scraping, sanding, priming, and finish coat painting.

Alternate Scope:

An alternate bid is required to remove all the textured stucco coating on the exterior of the building. The bid should include all the tools, labor and equipment necessary for the removal and prep work required for a smooth surface finish, as the textured surface will no longer be an option once removed. This alternate bid, if approved, will be added to the base bid price of the initial work above. This additional scope is not to be considered part of the base bid cost, as it is a separate item. All restoration work must be addressed in response to ITB for consideration of additional work. Refer to separate line item on Rate Sheet.

The facility is located at:

1. Community Center exterior – 1401 Westward Drive, Miami Springs, Florida, 33166.

2.3 GENERAL

Prior to starting work, the Contractor shall check colors and products to ensure conformity to specified color and finish as specified by the City.

CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22

2.4 PAINT PRODUCT REQUIREMENTS

All colors shall be selected by the City to match the colors of existing structures and comply with the City's applicable "All Other Commercial Areas" approved color palette adopted by City Resolution # 2011-3510.

1. The current Benjamin Moore paint colors of the facility are as follows:

BM- AC-8 butte rock
BM- AC-12 copper mountain
BM- 2163-10 log cabin
BM- 2165-70 butter pecan
BM- 27C-21 golden corn
(or City-Approved Equivalents).

2. Submittals (prior to project commencement):

a. Submit product data and manufacturer's installation/application instructions for each paint and coating product to be used.

b. Submit product data for the use and application of paint thinner.

c. Upon completion, provide the following for each product:

- Product name, type and use
- Manufacturer's product number
- Color numbers and samples of each
- MPI Environmentally Friendly Classification System Rating
- Manufacturer's Safety Data Sheets (SDS)
- Indicate VOCs during application and curing.

3. All paints must be 100% acrylic latex paints.

4. All materials (primers, paints, coatings, varnishes, stains, lacquers, fillers, thinners, solvents, etc.) shall be from a single manufacturer for each system used, in their original containers and with the manufacturer's label intact. All surfaces shall be prepared, primed, painted and sealed. Paint coatings shall be applied at a rate and thickness to provide corrosion (rust) protection and decorative finish according to industry standard practice as recommended by the manufacturer.

5. Other paint materials such as linseed oil, shellac, turpentine, etc. shall be the highest quality product of an approved manufacturer listed in the Master Painters Institute (MPI) Approved Product List and shall be compatible with other coating materials as required.

CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22

6. All materials and paints shall be lead and mercury free.
7. Where required, paint products shall meet "Environmentally Friendly" ratings based on Volatile Organic Compounds (VOC) (Environmental Protection Agency Method 24) content levels.
8. All paint materials shall have good flowing and brushing properties and shall dry or cure free of blemishes, runs, sags, cracks, air entrapment, etc. All paint shall be applied per label and data sheet instructions per the manufacturer.
9. Where required, paints and coatings shall meet flame spread and smoke developed ratings designated by local Code requirements and/or authorities having jurisdiction.

2.5 SITE PREPARATION

Practice standard recommendations in regard to preparation of surfaces to receive paint and application of paint itself. Procedures shall include, but not necessarily be limited to, the following:

1. Remove all hardware, hardware accessories, signs, surface plates, electrical cover plates and similar items in place that are not to be painted prior to surface preparation and painting operations. If they cannot be removed, they must be tape masked before painting.
2. Before painting in any section of the building, use suitable temporary covers, masking tape, drop clothes/sheets, drapes and/or barriers, etc. wherever necessary to protect fixtures, flooring or other finishes that are to be painted or not to ensure that they are not exposed to paint or damage. These shall be removed when protection is no longer required.
3. Cleaning – Chemically treat, pressure clean and clean down and remove, from all exterior surfaces including walkways, entrances, and joints to be painted, any oil, grease, dirt and loose foreign matter, including loose mill scale (iron oxide), loose paint, mold mildew, dirt, sealants and corrosion products, in a manner which causes neither undue damage to the substrate nor damage to, or contamination of, the surroundings or the paint system to be applied with a pressure washer with at least water pressure of 2500-3000 p.s.i. Use power tool clean per SSPC-S3 when sandblasting is not feasible for any loose rust and mill scale. Use a hand tool clean per SSPC-SP2 for hand chipping, scraping, sanding and wire brushing. Rinse all cleaned surfaces thoroughly with water and allow the surface to dry before painting.;
4. Glossy Surfaces - Adequately scuff and/or solvent or chemically etch as appropriate to provide satisfactory adhesion for subsequent paint coats;
5. Filling - Fill cracks, holes and marks with fillers, sealers or grouting cements as appropriate for the finishing system and substrate as per manufacturer's recommendation, and match existing exterior finish, to ensure all coats finish seamlessly; Tint filler to match substrate if the finish is transparent.
6. Tape non-painted surfaces adjacent to areas of painting to ensure that no brush or roller marks appear on doors, wood frames, or stone floor and skirting. Place painting canvas and tarps to prevent drip marks or spills onto carpet or stone floors.

CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22

7. Remove all existing caulking / sealants around windows, door frames, and where the floor meets the wall to be reapplied upon completion.

8. All deteriorated or delaminated substrates (i.e. wood, wood siding, stucco and masonry surfaces) shall be replaced with new materials. New substrates will be box primed (6 sides) before installation in accordance with specifications. Delaminating substrate is defined as a substrate surface that paint is being applied to lifting or peeling away from the previous coating/s or original substrate/s.

2.6 PRODUCT APPLICATION

1. Contractor shall comply with manufacturer's written recommendations or specifications, including product application, technical bulletins, handling, storage and installation instructions, and data sheet.

2. "Ridging" at roller overlaps shall not be permitted. Apply finish as heavily as possible without running to provide a uniform finish and color free from brush marks, hairs and other imperfections.

3. Paint surfaces behind mobile equipment and furniture the same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture.

4. Finish exterior painted doors on tops, bottoms and side edges the same as the exterior face. Sand lightly between each successive coat as imperfect areas are spotted such as drywall patch marks, runs, or other non-finished blemishes.

5. Contractor shall post "Wet Paint" warning notices where applicable until paint is dry.

6. Contractor shall not paint over dirt, dust, scale, grease, moisture or conditions detrimental to a durable and acceptable finish.

7. Contractor shall apply base/ prime coat specific to surface requirements.

8. Initial First coat: Use 3/4" or 1" nap rollers approved for rough textured stucco surfaces and apply paint and related material over any patched or repaired drywall surface and let dry prior to applying final coats.

9. Final paint shall be applied in two coats and according to the instructions of selected finish color paint. Allow each coat to harden for the drying time (or time between coats) recommended by the manufacturer.

10. Finish - Ensure each coat of paint is uniform in color, gloss, thickness and texture and free of runs, sags, blisters, visible roller marks, or other discontinuities.

2.7 WORK AREA AND PROTECTION

1. Walls designated for painting and those not required will be confirmed onsite during the walk through.

2. Wherever possible, Contractor shall contain and prevent vapors or dust generated by the painting project from polluting occupied space. Contractor shall notify the Recreation Director 24 hours in advance, when using a sprayer, so that all precautions may be made to remove any vehicles from damage.

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

3. Materials shall be scheduled for delivery only as required for immediate use.
4. Contractor at all times shall keep the premises free from the accumulation of waste materials or rubbish caused by their employees or work in progress. No tools, materials, scaffolding, equipment are to be left in the work area unsecured at the end of the workday.

2.8 PROJECT COMPLETION

1. Upon completion of work, Contractor shall remove stains and paint spots from floors, wall, woodwork, glass, electric trim, hardware, fixtures and other items from CITY property. Contractor shall restore/replace any damaged surfaces or items caused by Contractor to the satisfaction of the CITY and at Contractor expense.
2. All hardware, signs and accessories removed shall be reinstalled. Signs where lettering (words and /or symbols) exist, Contractor shall reinstate all lettering as before in regard to size of letters, colors and location.
3. Reapply all caulking/ sealants around doors, window frames and floor to wall joints per manufacturers specifications. Caulking/Sealant should be applied uniformly without bumps, skips, sag, or voids leaving the bead consistent and smooth. Caulking should not be done immediately after any rain or when rain is predicted, unless products are specifically designed for these conditions.
4. Seal all perimeter joints around windows, doors, stucco bands, expansion joints, or other area where water intrusion may be present after caulking has been reapplied.
3. All painted surfaces shall be free from sags, wrinkles, drips and other defects or imperfections.
4. Upon final acceptance of the project, Contractor shall provide two 5-gallon pail of the finish coating for each color and sheen used during the course of the project, properly labeled and sealed per these Specifications.
5. At the completion of project, Contractor shall remove from the premises, all equipment and debris and leave the buildings broom clean. CITY will NOT provide trash receptacles for the use of the Contractor. Contractor shall remove all trash from the job site.
6. Disposal of product(s), solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements.
7. Completed work shall be inspected by the City. Finish coats shall provide complete hiding and uniform color. All defective work shall be corrected by the Contractor at no cost to the City, prior to payment being rendered.
8. Contractor shall provide documentation of the colors, locations of each color, and specific name of all products/ paint colors used for maintenance and re-orders.

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

2.9 PERFORMANCE STANDARDS

1. REFERENCES

- ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.
- ASTM D2016 - Test Method for Moisture Content of Wood.
- NACE (National Association of Corrosion Engineers) - Industrial Maintenance Painting.
- NPCA (National Paint and Coatings Association) - Guide to U.S. Government Paint Specifications.
- PDCA (Painting and Decorating Contractors of America) - Painting - Architectural Specifications Manual.
- SSPC (Steel Structures Painting Council) - Steel Structures Painting Manual.
- Section 07900 – Joint Sealants.
- Master Painter Institute (MPI) Guide Specifications
- Master Painter Institute (MPI) Approved Products List (APL)

2. Contractor shall conform to all manufacturers' coatings system application requirements as pertains to wet and dry mil thickness, spread rates, dry times, recoat windows, and related systems procedures.

3. Where approved Codes of Practice are applicable, the workmanship and procedures described by the relevant Codes shall be regarded as the minimum standard acceptable.

4. Contractor shall conform to work place safety regulations for storage, mixing, application, and disposal of all paint related materials to requirements of those authorities having jurisdiction.

5. Contractor shall employ personnel competent to perform the work specified herein. Supervision of personnel shall be conducted in a competent and professional manner. All personnel shall wear uniforms/shirt bearing the company name. Employees shall be able to provide proper identification at all times.

2.10 PROTECTION OF WORK, PROPERTY AND PERSONNEL

1. Contractor shall at all times guard against damage and/or loss to CITY property. Any damages done to the property on the site or to adjacent property caused by the Contractor, any of his employees or sub-Contractors shall be repaired or replaced by the Contractor at no expense to the CITY and to the CITY's satisfaction. In the event Contractor does not immediately repair, to the satisfaction of the CITY, damage to public and/or private property, the CITY may correct such damage and deduct the costs due to Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover the amount

CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22

of the deduction, the Contractor shall pay the difference to the CITY and shall replace and/or repair any loss or damages caused by Contractor. The CITY may withhold payment or make such deductions from monies owed, as it might deem necessary, to insure reimbursement for loss and/or damages to the property through negligence of the Contractor. Contractor shall take the necessary safety precautions to protect both personnel and property while the work is in progress.

2. Contractor shall be responsible for providing all approved, applicable safety equipment for Contractor's employees including goggles, clothing, ladders, scaffolds, personnel lifts, platforms and any material necessary to perform the project. The CITY will not provide any of this equipment. Contractor shall be required to secure all work areas with the use of safety tape, warning signage, barricades, safety chains and so forth to insure prevention of safety violations. The CITY reserves the right to stop and/or remove from site CONTRACTOR personnel who fail to comply with relevant OHS/OSHA requirements.

3. Contractor shall be responsible for notifying the CITY, in writing, of any conditions detrimental to the proper and timely completion of the work. The Contractor shall not proceed with any work until unsatisfactory conditions have been corrected in a manner acceptable to CITY.

4. Contractor warrants to the CITY that all materials and equipment furnished under the contract will be NEW unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the project specifications. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the CITY, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

5. If the CITY determines it necessary to hire an outside source to perform work that was neglected or poorly done by the Contractor, the CITY may charge back or deduct from monies owed the cost of such outside labor to the Contractor.

6. It is the responsibility of the Contractor to verify the total surface area to be painted under the contract. Actual measurements are the responsibility of the Contractor.

2.11 SAFETY DATA SHEETS (SDS)

Contractor shall, prior to commencement of work, furnish to the Facilities Operations Manager, a Material Safety Data Sheet (SDS) as defined in Florida Statute 1013.49 or as amended, for all toxic substances used in the performance of the work. The CITY reserves the right to reject the use of any product with due cause. All SDS submitted shall be either an original, as received from the manufacturer, or a legible copy made from same.

2.12 COST ADJUSTMENTS

Prices quoted shall be firm for the initial bid term. No cost increases shall be accepted in this initial bid term. Please consider this when providing pricing for this Bid.

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

2.13 WARRANTY

Contractor shall fully guarantee the cost of their painting project work, including all labor for a minimum period of one (1) year from acceptance of work by CITY; and a product material warranty per manufacturer or a period of one (1) year – whichever is greater - for all items after date of service and provide CITY with an "on-site" warranty. In the event a dispute regarding the requested service between CITY and the Contractor, the decision of CITY shall be final and binding on both parties. Contractor, after being notified shall have all required corrective work started with 72 HOURS, at the sole cost of the Contractor.

END OF SECTION 2

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

**SECTION 3
PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION**

3.1 GENERAL PROPOSAL INSTRUCTIONS; SUBMITTAL DEADLINE

1 (one) signed Letter of Intent shall be submitted electronically via DemandStar clearly marked "Proposal to City of Miami Springs ITB for 02-21/22."

All Proposals must be received by April 5th, 2022 by 2:30 PM via Demandstar E-bidding upload. All Proposals must be received by the due date and time. Proposals received after the due date and time will not be considered.

All Proposals received will be publicly opened and announced during a virtual meeting, on the date and at the time specified in the Schedule of Events set forth in Section 1.2, above. All Proposals received after that time shall be returned, unopened.

3.2 PROPOSAL REQUIREMENTS

Contractors interested in performing the Work must display relevant experience with the type of work solicited and should emphasize both the experience and capability of particular personnel who will actually perform the work.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the Proposals be organized in the manner specified herein and contain the below-listed information and documents. Failure to do so may deem a submitted Proposal as non-responsive.

In addition to other requirements stated in this ITB, to be eligible to respond, the Respondent shall submit a Proposal that includes all of the following information/documentation, appropriately tabbed, in this exact order ("Proposal"):

Tab A. Cover Page: Each Proposal submitted shall have a cover page with Contractor's business name, address, and telephone number; name and all contact information for individual that will serve as "Project Manager," a primary liaison between the Contractor and the City; date; and subject "Proposal for ITB No. 02-21/22 for the Exterior Painting of the City of Miami Springs Community Center.

Tab B. Table of Contents. A Table of Contents that outlines in sequential order the major areas of the Proposal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents and shall be in the order required by this ITB.

Tab C. Letter of Intent: A Letter of Intent shall be provided that briefly introduces the Contractor, the Contractor's commitment to the City, an understanding of the work to be performed and the aspects of the proposal.

Tab D. Firm's Qualifications: Contractor must complete and submit Form 2, Company Qualifications Questionnaire and Form 9, References.

1. Contractor must include any relevant business licenses, including occupational licenses, and Florida registration (entity certifications, not personal) and a copy of the entity's State Corporate Certificate or other proof from the State of Florida, Division of Corporations that Contractor is authorized to do business in this State.

CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22

2. Contractor must provide copies of its professional and business licenses and insurance, qualifier for company name and type of licenses, as well as those for supporting firms, contractors, or subcontractors.
3. Contractor shall provide a list of current and past clients, with emphasis on Florida municipalities.
4. Contractor must also provide the official complaint history within the last five (5) years for its qualifying professional license.
5. Contractor shall identify the Principal in Charge's Experience. This individual must have a minimum of five (5) years' experience in providing the Services. This individual must be capable of speaking and making decisions on behalf of the Contractor.
6. The team working on the Project must have prior experience within the past five (5) years of providing similar services.

Tab E. Project Team/Personnel Qualifications: The Respondent must include the following information for this requirement:

1. Complete and submit Form 8, Key Staff and Proposed Subcontractors.

Tab F. Project Implementation Strategy: Describe the Respondent's strategy for implementing the project.

Tab G. Fee Proposal: Submit a signed, firm, fixed fee for providing all the Work using Form 12.

Tab H. Insurance: Respondent must provide evidence of insurance currently in place that meets or exceeds the specifications herein or a commitment from an insurance company that such insurance coverage may be obtained by the Respondent prior to entering into an agreement with the City. The successful Respondent(s) must submit, prior to signing of a contract, a Certificate of Insurance naming the City as an additional insured and meeting the following requirements, which are also set forth in the form of Professional Services Agreement attached to this ITB:

Contractor shall secure and maintain throughout the duration of this ITB and the contract, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent. Copies of Contractor's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Contractor shall provide a waiver of subrogation for the benefit of the City. The Contractor shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Agreement and any Projects.

1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and

CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22

eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this ITB who is not covered by Worker's Compensation insurance.
3. Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

The City may require higher limits of insurance or additional coverage if deemed necessary.

Tab I. Bid Security. Each Proposal must be accompanied by a Bid Bond or Cashier's Check, in the amount of five percent (5%) of the bid, in the form provided in Form 13. Bid security shall be made by certified or cashier's check or by a bid bond made payable to the City and provided by a surety company authorized to do business as a surety in the state. All Bid Bonds shall be valid for a period of at least 90 days from the proposal submission date. The Bid Bonds for all unsuccessful Proposals shall be returned after the 90-day period. The purpose of the bid bond is to ensure that proposals are honored and that they remain valid for the required period. Accordingly, bid bonds are subject to forfeiture any time proposers refuse to honor their proposals for at least 90 days after proposal opening. The bid security of the successful bidder will be retained until such bidder has executed a contract and furnished any payment and performance bonds, along with all insurance policies, licenses, or other documentation that may be required by the City. If the successful bidder fails to furnish the required payment and performance bonds, fails to execute and deliver the contract, or fails to deliver the required insurance policies, licenses, or other documentation to the office of the purchasing agent within the time specified in the instructions to bidders, the City may annul the notice of award and the entire sum of the bid security shall be forfeited to the City. All Bid Guarantees of unsuccessful Bidders will be returned after the Agreement is awarded and executed. If the City Manager has waived the requirement for bid security, the City shall select this box: ☐.

Tab J. Forms: Complete all forms provided in Section 4 that are not otherwise included in a separate tab.

Tab K. References: Three (3) letters of references shall be submitted as part of the Proposal, which shall each include the following information from the referencing individual: Name; Position; Entity; Address; Telephone Number; E-Mail Address; Contract Date and Value; Description of Project/Work; and Total cost of the project/work/studies, estimated and actual.

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

3.3 EVALUATION CRITERIA/AWARD OF CONTRACT

Award shall be made to the lowest, most responsive and Responsible Bidder(s) whose bid meets the requirements and criteria set forth in this ITB.

The City Manager or designee reserves the right to request additional information or seek clarifications as it deems necessary. Failure to comply with any mandatory requirements may disqualify a proposal. The City Manager or designee reserves the right to conduct interviews or require presentations prior to finally ranking the Respondents. The responsible bidder or responsible proposer shall be a person who has the capability in all respects to fully perform the contract requirements and the tenacity, perseverance, integrity, experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give a reasonable expectation of good faith performance, and a person who has submitted a bid or proposal which conforms in all material respects to the ITB (the "Responsible Bidder").

In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder(s) and the City Manager is satisfied that the bidder is qualified to do the work and have the necessary organization, capital and equipment to carry out the work in the specified timeframes. In evaluating responsibility, the City may also consider previous contracts with the City, past performance and experience with other contracts, compatibility of the project team with City personnel, and any other criteria deemed relevant by the City. The City Manager or designee may reject those Proposals that do not meet the minimum requirements of the ITB.

If the City accepts a bid, the City will provide a written notice of award to the lowest responsive and responsible bidder, who meets the requirements of this ITB. If the successful bidder to whom the contract is awarded forfeits the award by failing to meet the conditions of this ITB, the City may, at the City's sole option, award the agreement to the next lowest Responsive and Responsible bidder or reject all bids or re-advertise the Work.

The City reserves the right to reject any or all proposals which is in any way incomplete or irregular, re-bid the entire solicitation, or enter into agreements with more than one Contractor.

END OF SECTION 3

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

**SECTION 4
FORMS, AFFIDAVITS, AND EXHIBITS**

The following forms, affidavits, and exhibits are attached to this solicitation for completion and submission, as applicable, with the Respondent's Proposal:

FORMS

Form 1: Proposal Checklist

Form 2: Company Qualifications Questionnaire

Form 3: Certificate of Authority (Complete one of the two forms as applicable)

Form 3A: Certificate of Authority (for Corporations or Partnerships)

Form 3B: Certificate of Authority (for Individuals)

Form 4: Acknowledgment of Addenda

Form 5: Single Execution Affidavit (contains the following affidavits:)

- Americans with Disabilities Act Compliance
- Public Entity Crimes Act
- No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics
- Business Entity
- Non-Collusion/Anti-Collusion
- Scrutinized Companies
- Acknowledgment, Warranty, and Acceptance
- Ownership Disclosure
- Truth in Negotiation Certificate
- Prohibition on Contingent Fees

Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, Section 20.100(b))

Form 7: Dispute Disclosure

Form 8: Key Staff and Proposed Subcontractors

Form 9: Reference Letters

Form 10: E-Verify Affidavit

Form 11: IRS Form W-9

Form 12: Price Proposal

Form 13: Bid Security/Bid Bond (unless waived)

Form 14: Form of Performance Bond & Payment Bond (unless waived)

EXHIBITS

Exhibit A: Form of Continuing Professional Services Agreement

Exhibit B: City Approved Color Swatch for City Buildings

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

**FORM 1
PROPOSAL CHECKLIST**

- _____ **Form 1:** **Proposal Checklist**
- _____ **Form 2:** **Company Qualifications Questionnaire**
- _____ **Form 3:** **Certificate of Authority (Complete one of the two forms as applicable)**
- _____ **Form 3A:** **Certificate of Authority (for Corporations or Partnerships)**
- _____ **Form 3B:** **Certificate of Authority (for Individuals)**
- _____ **Form 4:** **Acknowledgment of Addenda**
- _____ **Form 5:** **Single Execution Affidavit**
- _____ **Form 6:** **Certification for Disclosure of Lobbying Activities on Federal Aid Contracts**
(Compliance with 49 CFR, §20.100(b))
- _____ **Form 7:** **Dispute Disclosure**
- _____ **Form 8:** **Key Staff and Proposed Subcontractors**
- _____ **Form 9:** **Reference Letters**
- _____ **Form 10:** **E-Verify Affidavit**
- _____ **Form 11:** **IRS Form W-9**
- _____ **Form 12:** **Price Proposal**
- _____ **Form 13:** **Bid Security/Bid Bond (unless waived)**
- _____ **Form 14:** **Performance Bond & Payment Bond (unless waived)**

Firm: _____

Date: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

FORM 2

COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the ITB, you certify that any and all information contained in the Proposal is true, that your response to the ITB is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the ITB for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the ITB, and certify that you are authorized to sign for the Respondent's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Firm Name

Principal Business Address

Telephone Number

Facsimile Number

Email Address

Federal I.D. No. or Social Security Number

Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? _____

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

Document Number

Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Category

License No.

Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

☐ Individual ☐ Partnership ☐ Corporation ☐ LLC ☐ LLP ☐ Other _____

Please identify the Firm's primary business: _____

Please identify the number of continuous years your Firm has performed its primary business: _____

CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to \$X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	
Total No. of Managerial/Administrative Employees	
Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Insurance Carrier Name	Insurance Carrier Contact Person
------------------------	----------------------------------

Insurance Carrier Address	Telephone No.	Email
---------------------------	---------------	-------

Has the Firm filed any insurance claims in the last five (5) years? ☐ No ☐ Yes If yes, please identify the type of claim and the amount paid out under the claim: _____

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

☐ No ☐ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

**FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)**

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____ a business existing under the laws of the State of _____, (the
"Entity") held on _____, 20____, the following resolution was duly
passed and adopted:

"RESOLVED, that, _____, as _____
_____ of the Entity, be and is hereby authorized to
execute this Proposal dated _____, 20____, on
behalf of the Entity and submit this Proposal to the City of Miami Springs,
and this Entity and the execution of this Certificate of Authority, attested
to by the Secretary of the Corporation, and with the Entity's Seal affixed,
will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity
this _____ day of _____, 20____.

Secretary: _____
Print Name: _____

President: _____
Print Name: _____

(Seal)

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

**FORM 3B
CERTIFICATE OF AUTHORITY
(if Individual)**

I, _____ ("Affiant") being first duly sworn, deposes and says:

1. I am the _____
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
_____ doing
business as _____, the
Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of
the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated _____, and submit
this Proposal to the City of Miami Springs, and the execution of this Certificate of Authority,
attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online
notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

**FORM 4
ACKNOWLEDGEMENT OF ADDENDA**

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:

(Check the box next to each addendum received)

_____ Addendum 1

_____ Addendum 6

_____ Addendum 2

_____ Addendum 7

_____ Addendum 3

_____ Addendum 8

_____ Addendum 4

_____ Addendum 9

_____ Addendum 5

_____ Addendum 10

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

**FORM 5
SINGLE EXECUTION AFFIDAVITS**

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

<hr/> NAME OF PROPOSING OR BIDDING ENTITY	By: <hr/> INDIVIDUAL'S NAME AND TITLE
<hr/> FEIN OF PROPOSING OR BIDDING ENTITY	Date: <hr/>

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Respondent Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt,

CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22

in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Contractor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the

CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22

calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the City of Miami Springs (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent or Contractor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Contractor or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.

Respondent Initials

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Miami Springs or any person interested in the proposed Contract.

Respondent Initials

Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this ITB is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Respondent Initials

Acknowledgment, Warranty, and Acceptance

CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22

1. Contractor warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Manager.
4. Contractor warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the ITB. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Contractor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or Contractor under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list.

Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

Respondent Initials

Truth in Negotiation Certificate

The Contractor hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Invitation to Bid and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Contractor further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a),

CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22

Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Miami Springs, Florida.

Respondent Initials

Prohibition on Contingent Fees

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Invitation to Bid and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Contractor is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Miami Springs, Florida. Contractor understands that for the breach or violation of this provision, the City shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page.

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

FORM 6

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

**FORM 7
DISPUTE DISCLOSURE**

Answer the following questions by placing an “X” after “Yes” or “No”. If you answer “Yes” to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (include the court and location) of any kind involving Contractor or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for the City of Miami Springs.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

**FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS**

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: ☐ No ☐ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the City:

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

Please identify each Key Staff member's engagement commitments that will exist concurrently with the City's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22

FORM 9
REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on
Size/Scope of Work/Complexity) _____

Is the Contract still Active? Yes _____ No _____

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

**Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on
Size/Scope of Work/Complexity)** _____

Is the Contract still Active? Yes _____ No _____

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

**Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on
Size/Scope of Work/Complexity)** _____

Is the Contract still Active? Yes _____ No _____

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

**FORM 10
E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the City of Miami Springs requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By submitting a response to this ITB and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

FORM 11
IRS FORM W-9

Please visit the following link for information about IRS Form W-9:

<https://www.irs.gov/forms-pubs/about-form-w-9>

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

☐ **Check here to confirm IRS Form W-9 has been submitted as part of the response.**

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 12
PRICE PROPOSAL

Base Price for Work Performed Pursuant to Section 2 (Services): \$ _____

Optional Proposal for Removal of Textured Stucco and required prep work: \$ _____

Total Bid Price including optional proposal, if accepted by the City: \$ _____

The base bid shall be as quoted for the One Hundred Twenty (120) day contract and shall not increase during any time.

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the agreement by the City. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this ITB.

Firm: _____

Authorized Signature: _____

Title: _____

Print or Type Name: _____

Date: _____

FORM 13
BID SECURITY/BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal and Proposer, and _____

Hereinafter called Surety, are held and firmly bound unto the City of Miami Springs, a municipality within the State of Florida, and represented by its City Manager, in the sum of five percent of the proposed annual base bid amount of: \$ _____

(Written Dollar Amount) dollars (\$ _____) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the City of Miami Springs for the furnishing of all labor, materials (except those to be specifically furnished by the City), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and solicitation, entitled:

Exterior Painting of the City of Miami Springs Community Center

ITB NO. 02-21/22

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5% of the proposal amount be submitted with said bid as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of Miami Springs and furnishes the Performance Bond, in an amount equal to one hundred percent of the base bid amount, satisfactory to the City, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Miami Springs and the Surety herein agrees to pay said sum immediately upon demand of the City in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said _____ as Principal herein, has caused these presents to be signed in its name by its _____

_____ and attested by its _____

_____ under its corporate seal, and the said _____

_____ as Surety herein, has caused these presents to be signed in its name by its _____

and attested in its name by its _____

under its corporate seal, this _____ day of _____, 20____.

In the presence of:

Witness #1 Print Name: _____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

Print Name: _____

Title: _____

Principal/Firm: _____

In the presence of:

Witness #1 Print Name: _____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

Attorney-In-Fact: _____

(Power of Attorney to be attached)

Resident Agent

FORM 14

FORM OF PAYMENT AND PERFORMANCE BONDS

PAYMENT BOND

"INTENTIONALLY OMITTED. PAYMENT BOND REQUIREMENT WAIVED BY THE CITY MANAGER"

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature, and his/her signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

(Affix Corporate Seal)

Corporate Secretary

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Firm: _____

State of Florida

County of _____

Before me, a Notary Public, duly commissioned, qualified and acting, appeared _____ by means of ☐ physical presence or ☐ online notarization who being by me first duly sworn upon oath, says that s/he is the Attorney-in-Fact, for the _____ and that s/he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Miami Springs, Florida

Sworn and subscribed to before me this _____ day of _____, 20____.

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

(Attach Power of Attorney)

PERFORMANCE BOND

BY THIS BOND, we, _____, as Principal, (the "Contractor") and _____, as Surety, are bound to the City of Miami Springs (the "City"), as Obligee, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into Contract ITB No. 02-21/22, awarded on _____, 2022, pursuant to Resolution No. _____, with the City, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS PERFORMANCE BOND is that if Contractor:

1. Performs the Contract between Contractor and City for the services defined in the Contract, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays the City all losses, damages, liquidated damages, expenses, costs, and any and all attorney's fees, including for appellate proceedings, that the City sustains as a result of default by Contractor under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, THEN THIS BOND WILL BE VOID. OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:
4. Whenever Contractor is, and declared by the City to be, in default under the Contract, the City having performed the City's obligations, the Surety may promptly remedy the default or will promptly:
 - a. Complete the services defined in the Contract in accordance with the terms and conditions of the Contract; or
 - b. Obtain a bid or bids for completing the services defined in the Contract in accordance with the terms and conditions of the Contract, and upon determination by Surety of the lowest responsible bidder, or if the City elects, upon determination by the City and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, will mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

IT IS FURTHER AGREED THAT no right of action will accrue on this Bond to or for the use of any person or corporation other than the City; and

IT IS FURTHER AGREED THAT the Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligations under this Bond.

Signed and sealed this _____ day of _____, 20____.

FOR THE CONTRACTOR:

WITNESS:

Secretary

(Affix Corporate Seal)

Name of Corporation

By: _____

Print Name: _____

Title: _____

FOR THE SURETY:

WITNESS:

Agent and Attorney-in-Fact

Print Name: _____

Title: _____

Address: _____

Telephone: _____

EXHIBIT A
FORM OF CONSTRUCTION CONTRACT
CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this “Contract”) is made this _____ day of _____, 2022 (the “Effective Date”) by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”), and **NAME OF ENTITY, [a Florida [type of entity] or a [insert state name] authorized to do business in Florida]** (the “Contractor”).

WHEREAS, the City issued Invitation to Bid No. **XXXX-XX** (the “ITB”) for construction of **[INSERT DESCRIPTION] at [INSERT ADDRESS]** (the “Project”), which ITB is incorporated herein by reference and made a part hereof; and

WHEREAS, in response to the City’s ITB, Contractor submitted a bid for the Project (“Bid”), which Bid is incorporated herein by reference and made a part hereof, and includes the Schedule of Bid Items (“Pricing”) attached hereto as Exhibit “A”; and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid in response to the ITB and was selected and awarded this Contract pursuant to Resolution No. **XXXX-XX** for performance of the Work (as hereinafter defined); and

WHEREAS, Contractor has represented to the City that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. SCOPE OF WORK

- 1.1.** Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the “Work” or the “Project”) including, without limitation as described in the approved plans, drawings and/or specifications prepared by **[insert name of consultant]** (the “Project Consultant”)¹ dated **[insert date]** (the “Plans”) and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

[Exterior Painting of the City of Miami Springs Community Center]

2. CONTRACT TIME

- 2.1.** Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the City Manager or designee.

¹ Where the City does not have a project consultant, the term “Project Consultant” shall mean the City Manager and/or Building Official.

The Notice to Proceed will not be issued until Contractor's submission to City of all required documents and after execution of this Contract.

- 2.2.** Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within 120 calendar days from the date specified in the Notice to Proceed ("Contract Time")**. Substantial Completion shall be defined for this purpose as the date on which City receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within thirty (30) calendar days from substantial completion ("Final Completion Time")**. The Final Completion date is defined as the date agreed to by the City when all Work has been completed in accordance with the Contract Documents and Contractor has delivered to City all documentation required herein.
- 2.3.** Upon failure of Contractor to complete the Contract within the Final Completion Time, Contractor shall pay to City the sum of Three Hundred Dollars (\$300.00) for each calendar day after the expiration of the Final Completion Time until the Contractor achieves Final Completion and the Project is in a state of readiness for final payment to the Contractor. These amounts are not penalties but are liquidated damages payable by Contractor to City for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by City as a consequence of Contractor's delay and failure of Contractor to complete the Contract on time.
- 2.4.** City is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to City by Contractor exceeds monies due Contractor from City, Contractor shall be liable and shall immediately upon demand by City pay to City the amount of said excess.

3. CONTRACT PRICE

- 3.1.** City shall pay to Contractor for the performance of the Work for actual work completed in an amount not to exceed **\$[INSERT SUM]** in accordance with the Contractor's Proposal and Schedule of Bid Items (Pricing), attached hereto as Exhibit "A". This sum ("Contract Price") shall be full compensation for all services, labor, materials, equipment and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.
- 3.2.** City shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the City shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the

10th of each month for the prior month. Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the City or City's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as City shall determine or City may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that ten percent (10%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by City until final completion and acceptance of the Work by City. In the event there is a dispute between Contractor and City concerning a Pay Application, dispute resolution procedures shall be conducted by City commencing within 45 days of receipt of the disputed Payment Application. The City shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

- 3.3.** Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from the City for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers.
- 3.4.** The payment of any Application for Payment by the City, including the final request for payment, does not constitute approval or acceptance by the City of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the City's rights hereunder or at law or in equity.
- 3.5.** Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the City, and upon receipt of consent by any surety, City shall pay the remainder of the Contract Price (including Retainage) as recommended by the City's Project Consultant and Building Official. Final payment is contingent upon receipt by City from Contractor of at least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work.
- 3.6.** This Contract is subject to the conditions precedent that: (i) City funds are available and budgeted for the Contract Price; (ii) the City secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the City Council relative to the Project; and (iii) City Council enacts legislation which awards and authorizes the execution of this Contract, if such is required.

4. CONTRACT DOCUMENTS

- 4.1.** The Contract Documents, which comprise the entire agreement between the City and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing), the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein and/or as determined by the City's Building Official or City Engineer. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all

applicable federal, state and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

- 4.2.** This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 4.3.** The Contract Documents shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

5. INDEMNIFICATION

- 5.1.** The parties agree that 1% of the total compensation paid to the Contractor for the performance of this Contract shall represent the specific consideration for the Contractor's indemnification of the City as set forth in this Article.
- 5.2.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, consultants, and employees, from and against any and all demands, claims, losses, expenses, suits, liabilities, causes of action, judgment or damages, including but not limited to legal fees and costs and through appeal, arising out of, related to, resulting from, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to the Contract, including but not limited to by reason of any damage to property, or bodily injury or death incurred or sustained by any person, or to injury to or destruction of tangible property or any other property (other than the Work itself) including the loss of use resulting therefrom, caused in whole or in part by any willful, wanton, or negligent, or grossly negligent acts or omissions of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by applicable law and regardless of the negligence of any such party. Contractor shall defend, indemnify, and hold the City harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law.
- 5.3.** In any and all claims against the City or any of its officers, consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by Contractor, any Subcontractor, person or organization to perform or furnish any of the Work or any person or entity for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such

Subcontractor or other person or organization under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

5.4. It is the specific intent of the parties hereto that the foregoing indemnification shall comply with Section 725.06, Florida Statutes. It is further the specific intent and agreement of the parties that all of the Contract Documents for this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

5.5. Notwithstanding any obligation which may be set forth or required in the Contract or Contract Documents, the City shall not indemnify or hold harmless the Contractor or any Subcontractor, Engineer, or any officer, director, partner, employee, agents, consultant of each or any of them from any claims, costs, losses or damages arising out of any Work performed or this Contract, and any reference or inclusion of such indemnification by the City or Owner in the Contract Documents is hereby deleted. The parties acknowledge and agree that the City is a municipal corporation that enjoys sovereign immunity pursuant to applicable law, and shall not and does not waive any rights and protections pursuant to such sovereign immunity. Nothing in this Contract is intended to waive the City's sovereign immunity, nor shall anything in this Contract shall be construed to waive the City's sovereign immunity.

5.6. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by City and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

6.1.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000. If lower or higher coverage is required, the City shall select this box and insert the limits to replace the amounts set forth in this section: ☐ Revised limits: \$_____ (per occurrence); \$_____ (aggregate).

6.1.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.

6.1.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

6.1.1.4. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of City and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief. If Builder's Risk insurance is not required for this Project, the City shall select this box:
☒.

6.1.1.5. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. Certificate of Insurance. On or before the Effective Date of this Contract, the Contractor shall provide the City with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

6.1.2.1. Additional Insured. The City is to be specifically included as an Additional Insured for the liability of the City resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

6.1.2.2. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. Prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Contractor shall deliver to City the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by City and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to City. As authorized by Section 255.05(1)(a), Florida Statutes, if this Project is exempt from posting of a payment and performance bond, the City shall select this box: ☐.

6.3. Notwithstanding any obligation which may be set forth or required in the Contract Documents, the City shall not be required to procure or maintain any insurance in connection with the Work or this Contract, including, but not limited to, Owner's Liability Insurance or Property Insurance.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the City to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical specifications and data" and plans and specifications and the Plans.

7.1.1.2. Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

- 7.1.1.3.** Contractor has taken affirmative efforts, either in past experience or active due diligence, to become familiar with, and warrants to comply, with all federal regulated stated herein, and other applicable federal, state, and local laws, regulations, and permits necessary for the legal performance of this Contract. Contractor is aware of all regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the federal, state, and local laws, regulations, and permits applicable to the Work—even if such laws and regulations are not specifically enumerated in this Agreement.
- 7.1.1.4.** Contractor has had the opportunity and made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the Project site. Contractor acknowledges that the City does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the Project site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 7.1.1.5.** Contractor is aware of the nature of Work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.1.1.6.** Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.1.1.7.** Contractor has given City written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by City is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 7.1.1.8.** The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to City, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of

the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.1.2. Contractor further covenants and warrants the following:

7.1.2.1. Anti-Discrimination: Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.1.2.2. Anti-Kickback: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the City has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.1.2.3. Licensing and Permits: Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required valid licenses and permits in compliance with all applicable laws and regulations, whether federal, state, County or City. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project, including City building permits. If the City's building permit fees are waived for this Project, the City shall select this box: ☒. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

8. DEFAULT AND TERMINATION

8.1. Events of Default. The happening of any one or more of the following shall be deemed an Event of Default under this Contract, if the Contractor:

8.1.1. fails to timely begin the Work;

8.1.2. fails to perform the Work with sufficient workers and equipment or has insufficient materials to insure the prompt completion of the Work within the Contract Time as specified in Article 2 of this Contract and the applicable Notice to Proceed;

8.1.3. performs the Work unsuitably or causes the Work to be rejected as defective and unsuitable;

8.1.4. discontinues the prosecution of the Work pursuant to the accepted schedule;

8.1.5. fails to perform or comply with any material term set forth in the Contract Documents;

8.1.6. becomes insolvent, declared bankrupt, commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors; or

8.1.7. causes any act, whatsoever, not to carry on the Work in an acceptable manner.

8.2. In the Event of Default, the City may, upon seven (7) days written notice:

8.2.1. terminate the services of Contractor;

8.2.2. exclude Contractor from the Project site;

8.2.3. provide for alternate prosecution of the Work;

8.2.4. appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable; and

8.2.5. finish the Work by whatever methods it may deem expedient.

8.3. In the event of an Event of Default, the Contractor shall not be entitled to receive any further payment, from the time notice of termination is sent, until the Project is completed. All damages, costs and charges incurred by City, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by City shall exceed monies due Contractor from City, Contractor shall be liable and shall pay to City the amount of said excess promptly upon demand therefore by City. In the event it is adjudicated that City was not entitled to terminate the Contract as described hereunder for default, then the Contract shall automatically be deemed terminated by City for convenience as described below.

8.4. Termination for Convenience. This Contract may be terminated by the City for convenience, or for any reason, upon seven (7) calendar days' written notice to the Contractor, in the sole discretion of the City, including, but not limited to, if the City has determined that such cancellation will be in the best interest of the City for its own convenience or funding is not available, appropriated, or budgeted.

8.4.1. In the event the Contract is terminated for convenience, then the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations, and will be paid for Work performed to the satisfaction of the City as of the termination date. No consideration will be given for anticipated lost revenue, overhead, mobilization or demobilization or the canceled portions of the Contract. In such event, the Contractor shall promptly submit to the City its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

8.5. If an Event of Default, or any default of any other material term in this Contract, by the Contractor, then the Contractor shall also be liable for all damages caused by its default which damages may include, but not be limited to, any and all costs incurred by the City in completing the Project, Liquidated Damages as set forth in this Contract, damages arising out of the Contractor's failure to adhere to the Contract requirements, and all attorney's fees and costs incurred by the City in seeking legal relief for the default.

8.6. The rights and remedies of the City herein shall be cumulative and not mutually exclusive, and the City may resort to any one or more or all of said remedies without exclusion of any other. No

party other than the City, whether the Contractor, a material man, laborer, subcontractor, or supplier, shall have any interest in the funds withheld because of a default herein, and shall not have any right to garnish or require or compel that payment thereof be applied toward the discharge or satisfaction of any claim or lien which any of them may have.

9. MISCELLANEOUS

9.1. No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the City Manager.

9.2. Contractor's Requirements.

9.2.1. Contractor to Check Plans, Specifications, and Data. Contractor shall verify all dimensions, quantities, and details shown on the Plans, Specifications or other data received from the City's Project Engineer, and shall notify the City's Project Engineer in writing of all errors, omissions, and discrepancies found therein within three (3) calendar days of discovery and City's Project Engineer will promptly review the same. Any Work done after such discovery, but prior to written authorization of the City's Project Engineer, will be done at the Contractor's sole risk.

9.2.2. Contractor's Responsibility for Damages and Accidents.

9.2.2.1. Contractor shall be responsible for promptly notifying the City of any damage to irrigation systems, buildings or other structures, vehicles, or property or possessions, which occur as a result of the Work performed by Contractor pursuant to this Contract, or the improper or negligent activities of the Contractor.

9.2.2.2. Contractor shall accept full responsibility for, and insure, the Work against all loss or damage of any nature sustained until final acceptance by City and shall promptly repair any damage done from any cause.

9.2.2.3. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by City, Contractor shall replace same without cost to City.

9.3. Defective Work. Warranty and Guarantee.

9.3.1. The City shall have the authority to monitor the Work and Contractor's contracting terms with subcontractors, but such right shall not give right to a duty or obligation to such monitoring.

9.3.2. City shall have the authority to reject or disapprove Work which the City finds to be defective. If required by the City, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with nondefective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

9.3.3. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the City or its designee, City shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, City may declare Contractor in default.

9.3.4. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from City, shall promptly correct such defective or nonconforming Work within the time specified by City without cost to City. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the City prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to City all material and equipment warranties upon completion of the Work hereunder.

9.3.5. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

9.4. Legal Restrictions; Hours of Work; Traffic Provisions.

9.4.1. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations pursuant to all necessary permits from applicable jurisdictions. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the City or governing jurisdiction.

9.4.2. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the City Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the City.

9.5. Examination and Retention of Contractor's Records.

9.5.1. Contractor shall comply with the applicable provisions of Section 119.0701, Florida Statutes (Florida's Public Records Law). Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of final payment for all Work performed pursuant to this Contract. The City or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.

9.5.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of City providing for retention and audit of records.

9.5.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

9.5.4. The City may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the City Manager or designees to any Records pertaining to work performed under this Contract that are subject to the provisions of Chapter 119, Florida Statutes.

9.6. No Damages for Delay. No claim for damages or any claim, other than for an extension of time shall be made or asserted against City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by City. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above Contractor may be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be intentionally caused by the City, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven (7) days written notice to the City.

9.7. Authorized Representative.

9.7.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to City to represent and act for Contractor and shall inform City, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep City informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

9.7.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the City. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the City, Contractor shall replace the unacceptable personnel with personnel acceptable to the City.

9.8. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations

thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.

9.8.1. Notwithstanding anything contained in the Contract Documents to the contrary, the City may exercise its right to implement an owner direct purchase program whereby the City will directly purchase equipment or materials for the Work. Under an owner direct purchase program, Contractor shall work with the City to identify materials and equipment for purchase by the City. Contractor will receive, unload, properly store, and provide insurance consistent with the requirements of this Agreement and applicable law and regulations for all equipment and materials purchased under an owner direct purchase program. The Contract Price shall be reduced as appropriate by the value of the purchase order(s), plus the applicable sales tax, issued by the City under any owner direct purchase program.

9.9. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to City. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

9.10. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. City shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

9.11. Cleaning Up. Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by City at Contractor's expense.

9.12. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

- 9.13. Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 9.14. Capitalized Terms.** Capitalized terms shall have their plain meaning as indicated herein.
- 9.15. Independent Contractor.** The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.
- 9.16. Payment to Sub-Contractors; Certification of Payment to Subcontractors:** The term “subcontractor”, as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the City. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor’s work is satisfactorily complete and accepted by the City.
- 9.17. Liens.** Contractor shall not permit any mechanic’s, laborer’s or materialmen’s lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, City shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, City shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay City’s reasonable attorneys’ fees and costs incurred in connection therewith.
- 9.18. Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.
- 9.19. Waiver of Jury Trial.** CITY AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

9.20. Notices/Authorized Representatives. Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice.

9.21. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

9.22. Ownership and Access to Records and Audits.

9.22.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the City. Contractor shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

9.22.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The City Manager or her designee shall, during the term of this Contract and for a period of three (3) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract, and following completion of the Contract until the records are transferred to the City.

9.22.3. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

9.22.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the City.

9.22.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format

that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

9.22.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

9.22.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the City.

9.22.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, CITY CLERK, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, gonzaleze@miamisprings-fl.gov.

9.23. DBE Contract Assurance.

9.23.1. City affirms it has encouraged women-owned, minority owned, and disadvantaged businesses of the Project and be responsive to the opportunity of the award of this Contract.

9.23.2. Contractor, or any subcontractor performing Work under this Contract, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out all applicable requirements of 49 CFE Part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

9.24. Scrutinized Companies.

9.24.1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

9.24.2. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Tow may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

9.24.3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

9.24.4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

9.25. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

10. SPECIAL CONDITIONS

10.1. The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific.

10.2. Preliminary Steps.

10.2.1. Pre-Construction Conference. Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the City, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

10.3. Project Schedule. Contractor must submit a proposed Project Schedule as follows:

10.3.1. Schedule must identify the schedule for the Project. The proposed Project schedule must be submitted within three (3) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or City as applicable. This initial schedule shall establish the baseline schedule for the Project.

10.4. Staging Site.

10.4.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the City.

10.4.2. The City at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the City, the City assumes no responsibility or liability for

the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

10.4.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the City as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

10.4.4. Parking. No parking is permitted at a City-provided staging site without the prior written approval of the City.

10.5. Project Signage. "INTENTIONALLY OMITTED"

10.6. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

10.7. Purchase and Delivery, Storage and Installation. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and City laws, rules and regulations. No materials will be stored on-site without the prior written approval of the City.

10.8. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The City may require an adjustment in price based on any proposed substitution.

10.9. Unsatisfactory Personnel.

10.9.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

10.9.2. The City may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the City within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The City will make the final determination as to the removal of unsatisfactory personnel from

the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

10.10. Contract Modification.

10.10.1. Change Orders.

10.10.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the City reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the City. The City reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisions of the Contract Documents.

10.10.1.2. For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order ("RCO") in a form approved by the City, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The City may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

10.10.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties.

10.10.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the City reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the City directs the Contractor to proceed on a time and materials basis, the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the City.

10.10.2. Extension of Contract Time.

10.10.2.1. If the Contractor is delayed at any time during the progress of the Work beyond the time frame provided for Final Completion by a delay beyond the reasonable control of the Contractor, then the Contract Time shall be extended subject to the following conditions:

10.10.2.1.1. The Contractor submits an RCO requesting the additional Contract Time within five (5) calendar days after the Contractor knew or should have known about the delay;

10.10.2.1.2. The cause of the delay arose after the issuance of the NTP and could not have been anticipated by the Contractor through reasonable investigation before proceeding with the Work;

10.10.2.1.3. The Contractor demonstrates that the completion of the Work will actually be affected by the cause of the delay;

10.10.2.1.4. The delay cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures of the Contractor.

10.10.3. Continuing the Work

10.10.3.1. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with City, including disputes or disagreements concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10.11. As-Built Drawings. “INTENTIONALLY OMITTED”

10.12. Specifications and Addenda: Legibly mark each section to record:

10.12.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.

10.12.2. Changes made by Project Consultant’s written instructions or by Change Order.

10.13. Approved Shop Drawings: “INTENTIONALLY OMITTED”

10.14. Record Set. “INTENTIONALLY OMITTED”

10.15. Maintenance of Traffic. Maintenance of Traffic (“MOT”) must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the City with a proposed MOT plan for review. The City may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan. If MOT is not required, the City shall select this box: ☒.

10.16. Hurricane Preparedness. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a

hurricane watch or warning, the Contractor, at no cost to the City, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the City has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

11. AMERICAN RESCUE PLAN ACT (ARPA) PROVISIONS/MANDATED FEDERAL AGREEMENT CONDITIONS.

If this Project is being funded in whole or in part with Coronavirus State and Local Fiscal Recovery Funds allocated to the City pursuant to the American Rescue Plan Act, the provisions of this Section shall apply and the City shall select this box: ☐.

11.1. In connection with the performance of this Agreement, Contractor acknowledges that compensation for the Work performed under this Agreement shall be partially funded using the Coronavirus State and Local Fiscal Recovery Funds allocated to the City pursuant to the American Rescue Plan Act. As such, Contractor shall comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, without limitation:

11.1.1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable;

11.1.2. Final Rule, attached hereto as Exhibit “ARPA-1”;

11.1.3. U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019), attached hereto as Exhibit “ARPA-2”;

11.1.4. Assurances of Compliance with Title VI of the Civil Rights Act of 1964, attached hereto as Exhibit “ARPA-3”;

11.1.5. Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, attached hereto as Exhibit “ARPA-4”;

11.1.6. American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement, attached hereto as Exhibit “ARPA-5.”

11.2. Title VI Requirements. Contractor acknowledges that the City has certified or will certify compliance with Title VI of the Civil Rights Act of 1964, in the form attached hereto as Exhibit “ARPA-3,” to the U.S. Department of the Treasury. Towards that end, Contractor shall ensure that performance of work in connection with this Agreement follows the certifications contained in Exhibit “ARPA-3,” and shall also adhere to the following provisions:

11.2.1. The Contractor and its subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI

regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

11.2.2. Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, and that the Contractor shall undertake an active program of nondiscrimination in its administration of the Work under this Agreement.

11.3. Americans with Disabilities Act Requirements. The Contractor agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications. Additionally, Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 3601), which prohibits discrimination against individuals on the basis of discrimination under any program or activity under this Agreement.

11.4. Age Discrimination Act of 1975. Contractor shall comply with the requirements of 42 U.S.C. §§ 6101 et seq., as amended, and the Treasury’s implementing regulations (31 CFR Part 23), which prohibits the discrimination on the basis of age in programs or activities under this Agreement.

11.5. Protections for Whistleblowers.

11.5.1. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

11.5.2. The list of persons and entities referenced in the paragraph above includes the following:

11.5.2.1. A Member of Congress or a representative of a committee of Congress.

11.5.2.2. An Inspector General.

11.5.2.3. The Government Accountability Office.

11.5.2.4. A Federal employee responsible for contract or grant oversight or management at the relevant agency.

11.5.2.5. An authorized official of the Department of Justice or other law enforcement agency.

11.5.2.6. A court or grand jury.

- 11.5.2.7.** A management official or other employee of the Contractor, subcontractor, the State of Florida, or the City who has the responsibility to investigate, discover, or address misconduct.
- 11.5.3.** The Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 11.6.** Compliance with Immigration and Nationality Act (INA). Contractor hereby certifies that it does not knowingly employ unauthorized alien workers in violation of the employment provisions contained in 8 USC Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")].
- 11.7.** Seat Belts Required. Pursuant to Executive Order 13043, 62 FR 19217, Contractor shall adopt and enforce policies or programs that require employees to use seat belts while operating or traveling on vehicles owned, rented, or personally owned by the Contractor and its employees while performing the Work.
- 11.8.** Texting While Driving Ban. Pursuant to Executive Order 13513, 74 FR 51225, Contractor shall adopt and enforce policies that ban text messaging while driving and workplace safety policies designed to decrease accidents caused by distracted drivers.
- 11.9.** Publication. Contractor shall obtain approval from the City in writing prior to issuing any publications in connection with this Agreement. If approved by the City, the Contractor shall include the following language in any and all publications issued: "This Project is [being funded/was supported] in part by federal award number (FAIN) [Insert Project FAIN] awarded to the City of Cutler Bay by the U.S. Department of the Treasury."
- 11.10.** Reporting Conflict of Interests. Contractor agrees to disclose in writing to the City, U.S. Department of the Treasury, and the State of Florida, as appropriate, any potential conflicts of interest affecting the use of funds awarded under the American Rescue Plan Act in accordance with 2 CFR 200.112.
- 11.11. Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).** In accordance with the Final Rule and other guidelines provided in connection with the American Rescue Plan Act, Contractor shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under 2 CFR Part 200, including, but not limited to:
- 11.11.1.** Equal Employment Opportunity Compliance. During the performance of this Agreement, the Contractor agrees as follows:
- 11.11.1.1.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- 11.11.1.1.1.** Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;
- 11.11.1.1.2.** layoff or termination;
- 11.11.1.1.3.** rates of pay or other forms of compensation; and
- 11.11.1.1.4.** selection for training, including apprenticeship.
- 11.11.1.2.** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 11.11.2.** The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 11.11.3.** The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 11.11.4.** The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 11.11.5.** The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
- 11.11.6.** The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 11.11.7.** In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be

declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

11.11.8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

11.12. *Contract Work Hours and Safety Standards Act Compliance.* During the performance of this Agreement, the Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708), including as follows:

11.12.1. *Overtime requirements.* No Contractor or subcontractor contracting for any part of the Agreement Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

11.12.2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

11.12.3. *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

11.12.4. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

11.13. *Clean Air Act Compliance.* During the performance of this Agreement, the Contractor shall comply with the provisions of Clean Air Act (42 U.S.C. § 7401 et seq., as amended) and specifically agrees as follows:

11.13.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

11.13.2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.

11.13.3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

11.14. *Federal Water Pollution Control Act Compliance.* During the performance of this Agreement, the Contractor shall comply with the provisions of Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq., as amended) and specifically agrees as follows:

11.14.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

11.14.2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.

11.14.3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

11.15. *Debarment and Suspension Compliance.* During the performance of this Agreement, the Contractor warrants that Contractor or its subcontractors are not debarred, suspended, or otherwise ineligible for contract awards under Executive Orders 12549 and 12689. Contractor shall comply with the following provisions:

11.15.1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180, the U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19, and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals

(defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

11.15.2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

11.15.3. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

11.15.4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11.15.5. Contractor certifies that they:

11.15.5.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

11.15.5.2. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

11.15.5.3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and

11.15.5.4. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default. If the Contractor is unable to obtain and provide such certification, then the Contractor shall attach an explanation to this Agreement as to why not.

11.16. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). Specifically, Contractor represents and warrants as follows:

11.16.1. No Funds received by the Contractor under this Agreement have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal

loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

11.16.2. If any monies, other than Funds received by Contractor under this Agreement, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

11.16.3. The Contractor shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.

11.16.4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11.17. Copeland "Anti-Kickback" Act. During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Copeland "Anti-Kickback" Act as follows:

11.17.1. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference into this Agreement.

11.17.2. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

11.17.3. Breach. A breach of the contract clauses above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

11.18. Procurement of Recovered Materials. Contractor shall comply with the provisions of 2 C.F.R.323, including Section 6002 of the Solid Waste Disposal Act. Towards that end, in the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

- 11.19.** Domestic Preferences for Procurements. To the greatest extent practicable, Contractor and its subcontractors shall provide preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, in accordance with 2 CFR 200.322, “Domestic preferences for procurements.”
- 11.20.** 2 CFR Subpart F – Audit Requirements. Contractor shall assist the City in complying with the audit requirements under 2 CFR Subpart F – Audit Requirements (“Federal Audit Provisions”) and the reporting requirements of the U.S. Department of the Treasury’s Final Rule, as amended, and other guidelines issued in connection with the American Rescue Plan Act.
- 11.20.1.** Contractor shall assist the City in complying with the Federal Audit Provisions by providing the City, the State of Florida, the U.S. Department of the Treasury, the Treasury Office of the Inspector General, the Government Accountability Office, or other federal government entities, and any of their duly authorized representatives, access to personnel, accounts, books, records, supporting documentation, and other information relating to the performance of the Agreement or the Work (“Documentation”) necessary to complete federal audits. Contractor shall promptly assist the City in the event Documentation must be supplemented to address audit findings or other federal inquiries.
- 11.20.2.** Contractor shall keep all Documentation up-to-date throughout the performance of this Agreement and the Work. Contractor shall provide the City with all Documentation for each fiscal year by October 1 of each year or within five days of the completion of the Work, whichever occurs first. Contractor shall assist the City in complying with additional guidance and instructions issued by the U.S. Department of the Treasury governing the reporting requirements for the use of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds.

[Remainder of page intentionally left blank. Signature pages follow.]

EXHIBIT A

[INSERT COPY OF CONTRACTOR'S BID]

ARPA EXHIBITS

NOT APPLICABLE FOR THIS PROJECT

NOTICE TO PROCEED

Dated: _____, 20____

To: _____

_____ (telephone)

_____ (email)

Project Name: Exterior Painting of the City of Miami Springs Community Center

You are hereby notified that the Contract Times under the above Contract will commence to run on _____, 20____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 2 of the Contract, the dates of Substantial Completion and completion and readiness for final payment are _____, 20____ and _____, 20____, ____/____ days respectively.

Before you may start any Work at the site, Article 6 provides that you must deliver to the City (___ check here if applicable, with copies to _____ and other identified additional insureds) Certificates of Insurance in accordance with the Contract Documents.

In addition, before you may start any Work at the site, you must: (add any additional requirements)

CITY OF MIAMI SPRINGS

By: _____

William Alonso, CPA, CGFO
City Manager

ACCEPTANCE OF NOTICE TO PROCEED

[INSERT NAME OF CONTRACTOR]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

City Approved Color Swatch for City Buildings

